

# Exhibit BB

**DRAFT****LINE OF CREDIT NOTE**

\$475,000.00

\_\_\_\_\_, 2002

**FOR VALUE RECEIVED**, the undersigned, **HARBIN'S, INC.**, an Alabama corporation, (the "**Borrower**"), hereby promises to pay to the order of **COLONIAL BANK** (the "**Bank**"), the principal sum of **FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00)**, or the aggregate unpaid principal amount of all advances made by the Bank to the Borrower hereunder, whichever is less, together with interest thereon at the Interest Rate (defined herein below) in lawful money of the United States, all upon the following terms and conditions:

1. **Term and Payment.** This Note shall be payable as follows:

(a) Interest on that amount of principal which has been drawn by Borrower under this Note, at the Interest Rate, shall be due and payable monthly beginning on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ with the remaining installments due and payable on the same day of the month of each consecutive month thereafter prior to the Maturity Date (as hereinafter defined).

(b) The final installment shall be in an amount equal to all accrued interest, outstanding principal and other amounts due hereunder and shall be due and payable on the Maturity Date.

The term "**Interest Rate**" shall mean the rate per annum which is one percent (1%) above the Colonial Bank Base Rate (which is that fluctuating rate of interest from time to time changed by the Bank which is denominated as its "**Base Rate**" and which may not necessarily be its most favorable lending rate available). A change in the rate of interest to be charged hereunder shall take effect on the effective date of a change in the Base Rate by the Bank, without notice to the Borrower or any other action by the Bank.

2. **Disbursements.** During the period from the date hereof until the Maturity Date (as hereafter defined), the Bank shall make disbursements hereunder and the Borrower shall borrow and repay all as provided in the Credit Agreement.

3. **Maturity Date.** As used herein, the term "**Maturity Date**" shall be twelve (12) months from the date of this Note.

4. **Default.** Notwithstanding the foregoing term, upon the occurrence of an Event of Default, the entire unpaid principal amount, together with all accrued interest and all other sums due, shall at once become immediately due and payable upon written notice to the Borrower. For purposes herein, the term "**Event of Default**" shall mean:

(a) The failure of the Borrower to make any payment due hereunder within ten (10) days after written notice by Bank to Borrower that the same is due and payable; or

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AUTOMATIC COVER SHEET

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DATE: JAN-22-03 WED 05:32 PM

TO:

FAX #: 16162464989

FROM: HARBIN'S INC.

FAX #: 3342659126

02 PAGES WERE SENT  

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(INCLUDING THIS COVER PAGE)